such attempts. Supposing, however, that the object of hostilities is at least a people recognized as belligerent, which might, according to the principles of international law, bring claims against our government for allowing such acts in aid of hostilities against them, it seems immaterial whether the persons committing such hostilities are recognized by us as belligerent or not. Though perhaps the word "neutrality" describes exactly only the position we ought to take towards two recognized belligerent parties, yet surely we are also under an obligation not to permit aid to be given by persons within our jurisdiction to any attack upon a people with whom we are at peace, whether we have or have not as yet recognized the attacking party as belligerents. To enforce all such obligations is the apparent object of the statute; and the words "any colony, district, or people" seem sufficiently broad to cover all cases. The difficulty arises principally from the fact that exactly the same terms are used immediately before in designating the objects of hostility. The court below, and Mr. Justice Harlan, consider it impossible to restrict the meaning of the words in one place and not in the other. The majority of the Supreme Court, however, see no objection to construing the words differently in the different connections, and upon thorough consideration of the scope of the act reach a conclusion which ought decidedly to recommend itself to all, so long as we remain at peace with the Spanish nation.

THE LIABILITY OF AN INSANE ACCOMMODATION INDORSER. — In a late Tennessee case, *Memphis National Bank* v. *Sneed*, 36 S. W. Rep. 716, the defendant's testator, while of sound mind, signed a note as accommodation indorser, and later, after becoming insane, signed in like capacity a renewal of the original obligation, the old note being at the same time surrendered and extinguished. The estate of the insane person was held liable in an action on the new note, the decision being rested upon the ground that the plaintiff had no notice of the insanity, and that the lunatic had received a valuable consideration in his release from liability upon the old note. A similar case is *Snyder* v. *Laubach*, 7 W. N. 464. See also, *Wirebach's Executor* v. *First National Bank*, 97 Pa. St. 543; *Hostler* v. *Beard*, 43 N. E. Rep. 1040 (Ohio).

If it be conceded that the holder ought under any circumstances to be allowed to recover upon the instrument itself against a defendant who was insane at the time of signing, it certainly seems fair to permit such recovery where the defendant has received a *quid pro quo*. It is submitted, however, that in all cases where negotiable paper has been signed by a defendant who was *non compos mentis*, the law should allow no action whatever upon the instrument. Insanity, like infancy, coverture, and extreme intoxication, is properly a real defence based upon the incapacity of the defendant to make a binding contract. *Sentance* v. *Poole*, 3 C. & P. 1; *Van Patton* v. *Beals*, 46 Iowa, 62. But where the insane person has received a *quid pro quo*, it is manifestly unjust that he or his estate should be thus enriched at the expense of an innocent party, and the courts should unquestionably furnish some adequate remedy. The court in *Memphis National Bank* v. *Sneed* rightly regarded the insane indorser's release from liability on the old and valid note as a valuable consideration, but unfortunately it proceeded upon the supposition, that unless recovery were allowed upon the new note, the plain-

tiff would be without relief. Apparently this supposition was not well founded. It is conceived that equity would have allowed a recovery upon the old note on the ground of failure of consideration; and even if this instrument itself had been physically destroyed, equity would still have permitted the plaintiff to charge the lunatic's estate with its value. Furthermore, had the plaintiff chosen to proceed at law, instead of in equity, it seems clear that an action in quasi-contract for the value of the old note would have been maintainable.

The case of *Sentance* v. *Poole*, already referred to, in which it was held that insanity is a real defence, although merely a Nisi Prius decision, has generally been regarded as representing the English law; but it must be admitted that a late decision of the Court of Appeal, *Imperial Loan Co.* v. *Stone*, [1892] 1 Q. B. 599, is far from being consistent with the notion of a real defence. In that case an insane surety, who had apparently received no consideration for his contract, was held liable in an action on a promissory note, in the absence of proof on his part that the other contracting party had notice. A decision so clearly at variance with true principles of justice will not, it is believed, be allowed by the English courts to remain long as a rule of law.

THE LAW SCHOOL IN THE EARLY FORTIES. — Through the courtesy of Mr. Arnold, Librarian of the School, the REVIEW is enabled to print selections from two letters received by him from Mr. George W. Huston, of Morganfield, Kentucky, who graduated from the Law School in 1843. These letters, suggesting in a charming way the atmosphere of an early period in the School's rich history, may be of interest to those familiar with the Harvard Law School of to-day.

From the first letter, which is dated February 22, 1897: —

"In daily attendance on the lectures of Judge Story and Professor Greenleaf I have a pleasing remembrance of old Harvard half a century ago. It was easy to draw the old judge from the point under consideration to a lengthy account of Chief Justice Marshall and his fellows, Mr. Wirt, Mr. Webster, etc.

"A simple question during lectures would set the Judge off at a tangent, and this was apt to be done every day. In the winter of '42, Mr. Webster and Lord Ashburton, accompanied by Lord Morpeth, were at Cambridge a length of time settling the Maine boundary question. These three men were in a habit of attending Judge Story's lectures, — access to the library being what brought them to Cambridge. — After an exhaustive consideration of some point, when Judge Story had told what Lord Mansfield thought about it and Chief Justice Marshall's opinion, and when Lord Morpeth had listened with his lips open and his heavy eyelids closed in a negative attitude, for he had inherited gout of many generations, Story would suddenly turn to the old Lord sitting on a bench with the students, 'And what is your opinion my Lord?' Morpeth would suddenly change his whole countenance, gather up his lips and his eyebrows, his eyes sparkling, and would deliver an exceedingly interesting opinion on the point under consideration. Morpeth was one of England's then able men, and it was thought he came as a watch on Ashburton, who, having an American wife, was supposed to be the man to send to settle the boundary question."

From the second letter, which is dated March 10, 1897: —